

COLLECTIVE BARGAINING AGREEMENT

By and Between

LABOR INSTITUTE

And

UNITED STEELWORKERS
AFL-CIO-CLC

On behalf of its

LOCAL # 4-406

Effective Date:
November 1, 2016

Termination Date:
October 31, 2021

Agreement dated this 1st Day of November, 2016, between the Labor Institute, a non-profit 501(c)3 Corporation with its principal office located at 817 Broadway, Floor 6, New York City, New York, 10003, hereinafter referred to as the "Company" and the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied-industrial, and Service Workers International Union, AFL-CIO-CLC, on behalf of its Local Union 4-406(both hereinafter referred to as the "Union").

ARTICLE 1

- A. The Company hereby recognizes the Union as the sole and exclusive bargaining agent for its employees as certified by an election held May 5, 1983, NLRB case #2-RC-19508.
- B. The term employees as used in this agreement shall include all full time and part time employees of the Labor Institute, its subdivisions, designated components and special projects, exclusive of student interns and members of the Board of Directors or other managerial employees as defined by the NLRB.
- C. Commencing on the thirtieth (30th) calendar day following the execution of this agreement, all employees in the classifications covered by this agreement shall be required to be members of the Union and thereafter remain members as a condition of employment.
- D. Employees hired after the execution of this Agreement shall be required to join the Union after thirty (30) calendar days and thereafter remain members of the Union as a condition of employment provided they remain employed in the classification of the bargaining unit covered by this Agreement.
- E. Upon receipt of a signed authorization from any employee covered by this agreement, the company agrees to deduct all regular monthly Union dues, as designated by the International Secretary Treasure, from the wages of such employees, once a month on the second weekly pay day of the month. This assignment shall be irrevocable for one year or the contract termination, whichever occurs first. All such deductions so made by the Company shall be forwarded to the Financial Secretary of the Union office in the form of a check.

- F. All decisions regarding work evaluation, programs, production, job assignment, investment and other operational procedures shall be made in the first instance by the Employees as defined herein, subject to discussion and review with the Chairman of the Board of Directors.
- G. The Company and the Union both agree that neither party will discriminate against any employee on the basis of race, religion, color, political beliefs, sex, nationality, sexual preference or union activity. Both parties agree to the principle of job evaluation based upon comparable worth.
- H. There shall be a 30-day probationary period for all new employees. Employees working more than 30 days shall acquire seniority entitling them to the benefits herein described, and to recall rights in the event of a layoff. Employees who are laid off after they have acquired seniority shall be converted to out of work status with the right to maintain their COBRA benefits for up to one year through arrangement with the Labor Institute.
- I. The principle of seniority is herein explicitly recognized. Employees shall lose seniority only upon voluntary or involuntary termination. Notwithstanding, it is understood that employees working special projects may be converted to out of work status upon the completion of the project. The application of seniority shall be determined by the employees of the Labor Institute in accordance with past practice and subject to review through the Grievance Procedure.

ARTICLE II

- A. Sick leave, vacation, holiday and other paid leave policies shall be determined by the employees covered by this Agreement subject to scheduling requirements and review by the Board of Directors.
- B. Requests for unpaid personal leave or other unpaid leave will not be reasonably denied. The Employer agrees to adhere to the Family and Medical Leave Act 1993 (FMLA) and its regulations and all bargaining unit employees shall be considered eligible for FMLA leave provided that they have worked for the Employer for at least 1,250 hours during the 12 month period prior to the date when the leave commences.
- C. Any employee elected or appointed to a position or activity in the Union, the duties of which require him/her to be absent from his/her regular work, shall

upon application therefore be granted a leave of absence without pay and without loss of seniority for such time as his/her duties in such office of activity may demand.

- D. Employees shall lose no seniority or other rights by reason of sickness, injury, or unpaid leave provided prompt notice has been given to Employer.

ARTICLE III

- A. The Company shall maintain the work place in a healthful and safe manner in consultation with the Employees and the designated health and safety representative of Local 4-406.

- B. The Local Union Health and Safety Representative shall have the unrestricted right to visit the employment presses at any time for the purposes of investigating health and safety conditions.

ARTICLE IV

- A. The Employees shall elect a chief shop steward and other stewards, as they deem necessary and appropriate to conduct the business of the Union.
- B. A duly authorized representative of the Union shall be permitted unrestricted access to the employment premises at any time for the purpose of ascertaining compliance with this Agreement, investigating grievances, meeting with Employees or conducting other Union business.
- C. The Company shall supply the Union with a seniority list of all employees, showing date of hiring, job classification and rate of pay.

ARTICLE V

- A. Any controversy, claim or dispute or grievance of any nature whatsoever arising between the Employer and the Union or any employee, including but not being limited to questions of meaning, interpretation, operation, or application of any clause of this Agreement or any breach or threatened breach of this Agreement, or any acts, conduct or relations of any nature whatsoever, directly or indirectly, shall be settled in the following manner:

- B. Between the Shop Steward, individual involved and the designated Employer representative, if not adjusted then.
- C. The Shop Committee shall present such dispute to the Employer in writing and on suitable forms. The Shop Committee and the Employer, or his/her designated representatives, shall meet to settle such dispute. Local or International Union representation may be present at said meetings. If still not adjusted then, either party may submit such controversy, claim, dispute or grievance forthwith for Arbitration, to an arbitrator, to be designated for this purpose by the New York State Board of Mediation. The award of said arbitrator shall be in writing and shall be final and binding upon all parties, after due notice of hearings even though either party fails to appear. Said failure to appear shall be deemed a willful default or refusal.
- D. The Union may raise the controversy, claims, dispute or grievance in the first instance, directly with the Employer.

ARTICLE VI

- A. All Employees shall be covered by a Benefit Plan provided by Employer. Medical, dental and other benefit offered shall be determined by the employees in consultation with the Board of Directors. The Employer shall notify the Union at least 30 days in advance of any change in the level of benefits, plan design or plan structure and will negotiate with the Union upon demand prior to implementation of any changes.
- B. The Employer will pay the cost of the above benefits for each covered employee, their spouse and dependents.
- C. The Employer shall contribute to the PACE Union-Industry Union-Management Pension Fund at the rate of \$3.1625 per hour worked according to the rules of the standard form of agreement. These rates may be increased during the term of this Agreement by mutual written agreement between the parties. The Pension Fund Trust Agreement and Rule and Regulations are incorporated by reference herein and the Employer shall

execute a Standard Form of Participation Agreement whenever required to by the rules of the Pension Fund.

Steelworkers Pension Trust

The EMPLOYER shall contribute to the TRUST, each and every Benefit Month, four hundred seventy-six dollars and sixty-seven cents (\$476.67) for each full time Covered Employee who worked for any length of time during the Wage Month and three hundred fifty-seven dollars and fifty cents (\$357.50) for each part time Covered Employee who worked for any length of time during the Wage Month.

The parties understand that the first Benefit Month is August, 2008, and that for that month the EMPLOYER is to contribute to the TRUST four hundred seventy-six dollars and sixty-seven cents (\$476.67) for each full time Covered Employee who worked for any length of time during the Wage Month and three hundred fifty-seven dollars and fifty cents (\$357.50) for each part time Covered Employee who worked for any length of time during the Wage Month July, 2008.

403(b) Pension Contribution

The Labor Institute offers an employer-contribution plan through TIAA-CREF. Two years of employment are required to enter this plan. Once qualified employees receive 10% of their gross salary annually contributed to their plan. The amount increases with seniority:

6-10 year of employment, 11% added; 11-15 years, 12% added; 16-20 years, 13% added; 21-25 years, 14%; 26-30 years 15%; 31-35 years, 16% added and is frozen at this amount. An employee can contribute to their own plan in the form of a voluntary salary reduction after their probation period is up.

Severance or Separation Pay

D. If an employee, after a year of service to the EMPLOYER voluntarily leaves the LI permanently or is permanently laid-off, she/he will receive a separation pay amount equivalent to 1/24 of her/his highest annual salary rate of the last four years multiplied by the total accumulation of her/his FTE. For a part-time person, an extra year of FTE is added for every 10 years of employment. If the organization is in the black during a Fiscal Year an employee can shift severance liability to their 403(b) up to the legal limit per year. This benefit goes into effect if an employee has been here 10 years and reaches the age of 62. The rate is \$1000 per year of seniority (full

seniority credit is given for a year whether part-time of fulltime).

ARTICLE VII

- A. All wages shall be determined by the collective decisions of employees and directors of the Labor Institute in accordance with past practice and consideration involved in special projects. It is agreed that the concept of pay equity and equal pay for work of comparable value shall be the cornerstone of the Company's pay policy.
- B. Any dispute regarding wages or other forms of compensation may be referred to the Grievance Procedure for resolution.

ARTICLE VIII

All matters not covered by this Agreement shall be continued as per past practice.

ARTICLE IX


This Agreement shall continue in full force and effect at any location to which the Employer may relocate. This agreement shall continue in full force and effect and shall be binding upon any successor or assign of the Employer and the Employer shall be liable for any failure to make as a provision and stipulation of sale the current provisions regarding Union recognition, seniority and the Labor Agreement in force at the time of such sale.

ARTICLE X

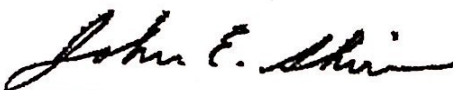
- A. This Agreement shall go into effect as of November 1, 2016, and shall continue in full force and effect until October 31, 2021. It shall automatically be renewed from year to year thereafter, unless notification is given by party to the other by Certified Mail at least 60 days prior to the expiration of this Agreement.
- B. This Agreement, or any part thereof, may be reopened for modification or amendments at any time by mutual consent of the Company and the Union provided that any changes in this Agreement shall be ratified by the Employees of the Labor Institute before they are incorporated into the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the day and year first written above.

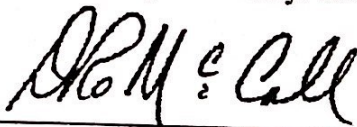
UNITED STEELWORKERS
AFL-CIO-CLC



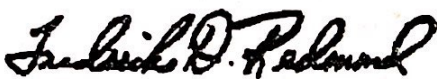
Leo W. Gerard, International President



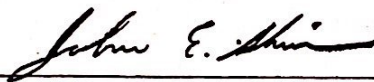
Stanley W. Johnson, Secretary/Treasurer



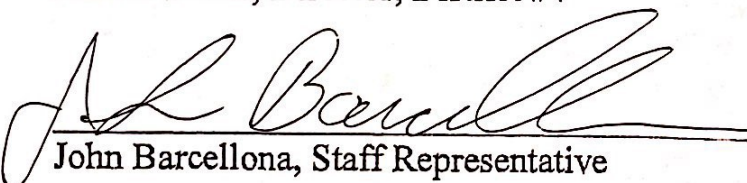
Thomas Conway, Vice-President, Administration



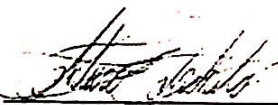
Fred Redmond, Vice-President, Human Affairs



John E Shinn, Director, District #4

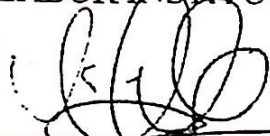


John Barcellona, Staff Representative



Arturo Archila, Shop Steward

LABOR INSTITUTE



Michael Merrill,
Board Chairperson